

PC Telcom Category 5/6 Inside Wire/Wireless Network Maintenance Terms and Conditions

Description of the Plan

In accordance with PC Telcom's standard procedures, PC Telcom will perform such diagnostics and repairs to a subscribing Customer's CAT 5/6 wiring, that has been properly connected to a PC Telcom leased router, and jack(s) associated with PC Telcom's wired network services under the Plan (subject to the Plan Exclusions listed below) that become necessary and are reported to PC Telcom while you are enrolled under the Plan. Trouble isolation can sometimes be accomplished through office testing facilities; when a problem arises that can be resolved through a remote connection, there will be no charge to the customer. We reserve the right to dispatch a service technician at our discretion to identify a service problem. PC Telcom will repair or replace properly installed (IEEE and FCC standards) CAT 5/6 wire, connected jack(s), or PC Telcom's FTTP terminating equipment (router), after PC Telcom's technicians have isolated a reported trouble to said equipment for customers who subscribe to PC Telcom's Category 5/6 Inside Wire/Wireless Network Maintenance Agreement. If the problem is in the line between the network interface on through the jack(s), PC Telcom will repair CAT 5/6 wire and modular jacks. If the problem is caused by a defect in the FTTP termination device, PC Telcom will replace the device. PC Telcom reserves the right to change out equipment, as needed, to meet the demands required to perform said service. A customer may request assistance with their personal equipment, including computers and peripherals, and if PC Telcom assists customer, time will be billed at the regular hourly rate. You agree to pay monthly charges and other applicable charges, including charges for missed appointments, for this Plan. There is no additional charge for repairing problems in the wiring or jacks inside your home. Because this Plan is optional, non-payment of charges for this Plan will not cause termination or denial of your regular high-speed Internet service. To request maintenance service under the Plan, the Customer should call the PC Telcom repair service telephone number, or such other number as PC Telcom may designate.

Charges

The charges for the Plan are subject to change by PC Telcom from time to time, as more fully described in the next paragraph. All charges, plus all applicable taxes, shall be due and payable by the due date stated on PC Telcom's bill. Payments received after that date may be subject to a late payment charge. CHANGES IN MONTHLY CHARGES, TERMS AND CONDITIONS: THE CHARGES FOR THE PLAN, AND ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THE PLAN, MAY BE CHANGED BY PC TELCOM IN ITS SOLE DISCRETION AT ANY TIME WITHOUT NOTICE. THE PAYMENT OF APPLICABLE CHARGES BY THE CUSTOMER, OR A REQUEST FOR SERVICE UNDER THE PLAN, AFTER A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY THE CUSTOMER TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS. IF THE CUSTOMER DOES NOT WISH TO CONTINUE RECEIVING THIS PLAN UNDER SUCH REVISED CHARGES, TERMS OR CONDITIONS, CUSTOMER MAY SIMPLY TERMINATE PARTICIPATION UNDER THE PLAN AT ANY TIME UPON NOTICE TO PC TELCOM.

Limitation of Liability

THE LIABILITY, IF ANY, OF PC TELCOM, ITS AFFILIATED COMPANIES, THEIR EMPLOYEES, AGENTS AND CONTRACTORS TO THE CUSTOMER OR TO ANY OTHER PERSON FOR DAMAGES RESULTING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICE UNDER THE PLAN, OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL, WORK OR PRODUCT FURNISHED IN CONNECTION WITH THE PLAN, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED \$400.00. IN NO EVENT, HOWEVER, SHALL PC TELCOM, ITS AFFILIATED COMPANIES, THEIR EMPLOYEES, AGENTS AND CONTRACTORS HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PROVISION OF OR FAILURE TO PROVIDE SERVICE UNDER THE PLAN, OR FROM ANY FAULT, FAILURE, DEFECT OR DEFICIENCY IN ANY SERVICE, LABOR, MATERIAL, WORK OR PRODUCT FURNISHED IN CONNECTION WITH THE PLAN (SUCH AS, BUT NOT LIMITED TO, INTERNET/NETWORK OUTAGES AND ANY LOSS OF USE OF CAT 5/6 WIRING, JACKS OR ROUTER/FTTP TERMINATING EQUIPMENT, AND ANY DAMAGES RESULTING THEREFROM). THESE LIMITATIONS OF AND EXCLUSIONS FROM LIABILITY SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE.

Exclusions

The Plan does not apply to repair or maintenance of: (1) router, CAT 5/6 wire or jack malfunctions or problems which arise prior to the commencement of the Customer's coverage under the Plan, or which are caused by misuse, abuse, neglect, damage caused by pets, willful damage to inside wire or jacks, riot, acts of war, terrorism, fire and acts of nature, such as floods, windstorms and earthquakes; (2) the installation of a new location (3) any of customer's equipment – including but not limited to, computers , peripherals, other premises equipment. (4) router, CAT 5/6 wire and jack(s) which are non-standard or fail to meet with IEEE standards or that of PC Telcom's technical standards; (5) malfunctions resulting from the use of telephone lines intended for voice grade transmission to transmit or receive data or signals beyond the operating capabilities of the line; (6) PC Telcom will replace defective concealed wiring with surface run wiring (7) restoration of your premises if you ask PC Telcom to repair concealed wire; (8) router/FTTP terminating equipment, jacks or other items used in connection with your Internet/Network connection, if said equipment is provided by any entity, including but not limited to the customer, other than PC Telcom (9) routers/FTTP terminating equipment, CAT 5/6 wire or jacks on which such repair/maintenance cannot be performed in a safe manner due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition.

Termination

The Customer may terminate participation in the Plan at any time simply by notifying PC Telcom's local business office (or such other number that PC Telcom may designate for such purpose). PC Telcom may terminate the Customer's participation in the Plan without cause only upon thirty (30) days prior notice to Customer, but at any time in the event Customer fails to pay all applicable charges when due.

Effective Date

Commencement and termination of coverage under the Plan shall be effective on a date to be determined by PC Telcom, which shall not be more than 30 days after PC Telcom receives the Customer's request(s) to commence or terminate the Plan. Where existing service subscribers request coverage under the Plan, the Plan will not become effective until 15 days after the date the Plan is ordered.

General Provisions

In the event that any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision. PC Telcom shall not be liable for any delay or failure to perform its obligations if such delay or nonperformance arises in connection with any acts of God, fires, floods, strikes, or other labor disputes, unusually severe weather, acts of any governmental body, or any other cause beyond the reasonable control of PC Telcom.

Entire Agreement

These Terms and Conditions constitute the complete and exclusive terms and conditions pursuant to which PC Telcom provides inside wire maintenance services to you; there are no other agreements, oral or written, relating to these services.

Form Date: 061418

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